

EXHIBIT B-1  
PUBLIC VERSION  
(Brown Declaration, Exhibit 15)

1 Robert A. Mittelstaedt (State Bar No. 60359)  
2 ramittelstaedt@jonesday.com  
3 Craig A. Waldman (State Bar No. 229943)  
4 cwaldman@jonesday.com  
5 David C. Kiernan (State Bar No. 215335)  
6 dkiernan@jonesday.com  
7 JONES DAY  
8 555 California Street, 26th Floor  
9 San Francisco, CA 94104  
10 Telephone: (415) 626-3939  
11 Facsimile: (415) 875-5700

12 Attorneys for Defendant  
13 Adobe Systems Inc.

14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION  
16

17 IN RE: HIGH-TECH EMPLOYEE  
18 ANTITRUST LITIGATION

19 THIS DOCUMENT RELATES TO:  
20 ALL ACTIONS

Master Docket No. 11-CV-2509-LHK

DECLARATION OF JEFF  
VIJUNGO OF ADOBE SYSTEMS  
INC. IN SUPPORT OF  
DEFENDANTS' OPPOSITION TO  
PLAINTIFFS' MOTION FOR CLASS  
CERTIFICATION

Date Consolidated Amended Compl. Filed:  
September 13, 2011

ATTORNEYS EYES ONLY

1 I, Jeff Vijungco, declare as follows:

2 1. I am the Vice President of Worldwide Talent Acquisition at Adobe Systems Inc.  
3 (“Adobe”). I have been employed by Adobe for 10 years in Adobe’s talent organization. I  
4 started as a contractor in about November of 2002, and in January 2003 became a Senior  
5 Recruiter of North America Field Sales & Corporate Functions, focusing on sales and marketing  
6 recruiting. I was promoted to Manager and Senior Manager of Talent Acquisition in December  
7 2004 and June 2005 respectively. I was promoted to Director and Senior Director of Worldwide  
8 Talent Acquisition & Executive Search in December 2005 and February 2008 respectively,  
9 overseeing recruiting in geographies outside of North America. In September 2009, I was  
10 promoted to my current position of Vice President of Worldwide Talent Acquisition, overseeing  
11 all recruiting for Adobe. In all of these positions, I have personally participated in recruiting  
12 candidates for Adobe.

13 2. I have personal knowledge of the matters stated in this declaration. I make the  
14 statements in this declaration based on information gained during my current and former positions  
15 within Adobe’s talent organization. If called and sworn as a witness, I could and would  
16 competently testify to the matters stated below. Unless otherwise specified, the recruiting  
17 policies and practices described herein apply to Adobe’s salaried employees between January 1,  
18 2005 and December 31, 2009 (the “Class Period”).

19 3. The information in this declaration is confidential to Adobe. It is Adobe’s practice  
20 to keep recruiting policies and strategies confidential, for internal use only, and not to disclose  
21 them to the public. The public disclosure of this information would harm Adobe, including  
22 potentially impairing its competitive position in recruiting, hiring, and compensating employees.  
23 Adobe derives independent economic value from keeping this information confidential. Adobe  
24 has designated the information Attorneys Eyes Only under the Protective Order entered in this  
25 case.

26 **Adobe Recruiting Methods**

27 4. Adobe identifies and recruits potential employees through numerous channels.  
28

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED] The importance of  
5 different channels has changed over time; [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

Category	Percentage of Respondents
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
11	100%

### Filling Open Positions

13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]



1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]

Cold-Calling

16 22. Cold calling refers to a recruiter approaching a candidate with whom the recruiter  
17 shares no connection and has had no prior contact to fill an open requisition.

18 23. While Adobe does not track candidates recruited through cold calls, [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

**Adobe Apple Cold-Calling Agreement**

29. Adobe and Apple agreed not to cold call the other's employees. Under this agreement, hiring from Apple was never prohibited and there was no limitation on recruiting through other channels, including networking, employee referrals, career fairs, advertising on job boards, or recruiting employees that inquire about employment by submitting a resume through the company's website or reaching out to a recruiter.

30. Adobe and Apple continued to recruit and hire from each other during the Class Period. I am unaware of any requisitions that went unfilled because of the no-cold call agreement with Apple.




1           31. Adobe did not have an agreement with any other defendant restricting cold calling  
2 or any other recruiting method.

3           32. During the Class Period, Adobe recruited and hired from other defendants,  
4 including Apple, Google, Intel, Intuit, Lucasfilm, and Pixar and other defendants recruited and  
5 hired Adobe employees. However, defendants represent only seven of the hundreds of companies  
6 from which Adobe recruits and hires employees.

7  
8 I declare under penalty of perjury that the foregoing is true and correct. Executed at San Jose,  
9 California on November 9, 2012.

10  
11 By: \_\_\_\_\_

12  Jeff Vijungco  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28